

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
COLUMBUS DIVISION**

**KIMORA WASHINGTON, as
Administrator of the Estate of
KEVIN FORD,**

Plaintiff,

v.

**GWR MANAGEMENT, LLC and GWR
FLAT ROCK PARTNERS, LLC**

Defendants.

**CIVIL ACTION FILE NO.
4:24-cv-00081-CDL**

JURY TRIAL DEMANDED

**PLAINTIFF'S STATEMENT OF MATERIAL FACTS WHICH PRESENT A GENUINE
DISPUTE TO BE TRIED REGARDING DEFENDANTS' MOTION FOR PARTIAL
SUMMARY JUDGMENT AS TO KEVIN FORD'S LEGAL STATUS**

COMES NOW, Kimora Washington, as Administrator of the Estate of Kevin Ford ("Plaintiff"), by and through the undersigned counsel of record, pursuant to Local Rule 56, and hereby files this Statement of Additional Material Facts Which Present a Genuine Dispute to be Tried Regarding Defendants' Motion for Partial Summary Judgment as to Kevin Ford's Legal Status, showing this Honorable Court as follows:

1.

At the time of the October 12, 2022 fire, Building A ("Building A") of the Trails of Flat Rock apartment complex located at 6254 Warm Springs Rd., Columbus, Georgia 31909 (the "Property") had an automatic sprinkler system. (March 11, 2024 30(b)(6) Deposition of GWR Management, LLC ("Erwin March 2024 Depo.") 86:13-21).

2.

The sprinklers for the system in Building A were located in the individual apartment units. Id.

3.

Prior to the Fire, Defendant GWR Management, LLC (“GWR Management”) retained Acom Fire Solutions (“Acom”) to inspect the automatic sprinkler system in Building A. (GWR Management’s Responses to Plaintiff’s Request for Admissions (“GWR RFA Responses”), **Exhibit A**, at ¶ 1).

4.

On October 26, 2021, Acom inspected the sprinkler system in Building A and found that Apartment A23 had seven sprinklers that were painted and an additional two sprinklers that were loaded. (Id.; Erwin March 2024 Depo. 106:10-15; Acom Building A Inspection Report, **Exhibit B**).

5.

Acom sent GWR Management a proposal to replace the painted sprinklers and clean the loaded sprinklers. (Acom Proposal, **Exhibit C**).

6.

GWR Management did not replace any of the sprinklers in Apartment A23 between the date of the Acom inspection (October 26, 2021) and the date of the Fire. (GWR RFA Responses at ¶¶ 3, 4; *see generally*, Erwin March 2024 Depo. pp. 106-109).

7.

GWR Management did not have a qualified professional clean any of the sprinklers in Apartment A23 after receipt of the Acom inspection report on October 26, 2021. (*See generally*, Erwin March 2024 Depo. pp. 106-109).

8.

GWR Management alleges that its in-house maintenance personnel cleaned the painted sprinklers that Acom said should be replaced. Id.

9.

GWR Management is not in possession, custody, or control of any documents indicating that its maintenance personnel cleaned any sprinklers in Apartment A23 after October 26, 2021. Id.

10.

GWR Management cannot identify the specific sprinklers in Apartment A23 that its maintenance personnel allegedly cleaned after October 26, 2021. Id.

11.

A sprinkler in the kitchen of Apartment A23 failed to operate as intended during the Fire which allowed the Fire to spread from the kitchen of Apartment A23 to Apartment A24 resulting in the death of Kevin Ford. ([Doc. 45-3 at p. 4]; [Doc. 46-3] at p. 29).

12.

The failure of the kitchen sprinkler in Apartment A23 was likely the result of the sprinkler being painted or loaded. Id.

13.

Defendants did not strictly enforce the provision of the lease it entered into with Anthony Thorpe which provides as follows:

2. OCCUPANTS. The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract):

[Section left blank by tenant]

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than seven consecutive days without prior written consent and no more than twice that many days in any one month. If the previous space isn't filled in, two days per month is the limit.

Instead, Defendants left enforcement of this lease provision up to the residents at the Property and did not actively seek to determine if there were occupants in the apartments that were not on the lease. ([Doc. 52-1] April 25, 2025 Deposition of GWR Management, LLC (“Erwin Depo.”) 144:20-25, 145, 146:1-2).

14.

At the time of the Fire, Ford was present in Building A pursuant to the express invitation of Thorpe. (Thorpe Depo. 28:4-20, 29:6-24).

15.

Thorpe told the maintenance supervisor for the Property, JB, that he was going to have Ford move into Apartment A23. (Thorpe Depo. 163:8-22).

16.

JB's legal name is Calloway Barnes, and he was the maintenance supervisor at the Property prior to the Fire. (June 5, 2025 Rule 30(b)(6) Deposition of GWR Management, LLC ("King Depo.") 19:3-13, 67:9-11).

17.

JB had actual knowledge that Ford resided in Apartment A23 prior to the Fire. (Thorpe Depo. 144:12-25, 145, 146:1-11, 163:8-11).

18.

Defendants knew that Ford resided in Apartment A23 prior to the Fire. Id.

19.

Thorpe would not have continued to rent a two-bedroom apartment at the Property following his divorce but for Ford moving to the Property to live with Thorpe. (Id. 28:4-13, 30:1-3).

This 18th day of August, 2025.

MORGAN & MORGAN

/s/ Max Compton

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have this day served the foregoing **PLAINTIFF'S STATEMENT OF ADDITIONAL MATERIAL FACTS THAT PRESENT A GENUINE ISSUE FOR TRIAL REGARDING DEFENDANTS' MOTION FOR PARTIAL SUMMARY JUDGMENT AS TO KEVIN FORD'S LEGAL STATUS** on counsel of record for the Defendants via statutory electronic service to fred.ferrand@swiftcurrie.com and robert.kozloski@swiftcurrie.com.

This 18th day of August, 2025.

MORGAN & MORGAN

/s/ Max Compton

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